

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered by and between **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and **WHITE CENTER COMMUNITY DEVELOPMENT ASSOCIATION**, a Washington nonprofit corporation (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”). For reference purposes only, the date of this Agreement shall be September 1, 2020.

RECITALS

A. Seller is the owner of that certain real property located at 10821 8th Ave SW, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “Real Property”).

B. Buyer desires to purchase the Real Property and Seller desires to sell the Real Property, for two projects: (1) an affordable multi-family housing project (the “Housing Project”); and (2) a commercial building to be used by nonprofit organizations that serve the White Center community (the “Community Project,” and together with the Housing Project, the “Project”).

C. Buyer is a community development organization and shall develop and operate the Project.

D. In order to develop the Project, Buyer shall apply for an allocation of low-income housing tax credits, new markets tax credits, and grants or loans from public funders (collectively, the “Financing”).

E. The Financing will require that the Housing Project and the Community Project be owned by separate entities, each of which shall be affiliates of Buyer; and therefore, the Real Property will need to be subdivided or subjected to a condominium regime (the “Subdivision”).

F. The Parties intend that the purchase and sale of the Real Property are contingent upon certain terms and conditions restricting the future use of the Real Property, and the Parties further intend that upon conveyance of the Real Property those terms and conditions shall further govern and restrict the use of the Real Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained and incorporated herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller's right, title and interest in the Real Property as legally described in **EXHIBIT A**;

1.1.2. all of Seller's right, title and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Real Property ("Personal Property");

1.1.4. all of Seller's easements and other rights that are appurtenant to the Real Property including but not limited to, Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property." Seller may reserve certain easement rights with respect to the Property, which will be contained in a separate easement agreement, to be mutually agreed upon prior to the Closing Date (the "Additional Easements").

ARTICLE 2. PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, subject to the restrictive covenants described in Section 2.5, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** (the "Purchase Price"), subject, at Closing, to the Purchase Price Adjustment, as defined and set forth herein.

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

2.3. DEPOSIT. Within two (2) business days after the Effective Date, Buyer shall deliver to First American Title Insurance Company, 920 5th Avenue, Suite 1250, Seattle, Washington, 98104, (the "Escrow Agent"), in its capacity as the Parties' closing agent, immediately available cash funds in the amount of **Five Thousand Dollars (\$5,000.00)** (the "Deposit"). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will

be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

2.4. PURCHASE PRICE ADJUSTMENT. The Purchase Price shall be adjusted no later than thirty (30) days prior to Closing to reflect Seller's transaction and related costs as shall be determined by Seller in its sole discretion ("Seller's Transaction Costs"). At such time, Buyer and Seller shall enter into an amendment to this Agreement to amend the Purchase Price to reflect Seller's Transaction Costs (the "Purchase Price Adjustment").

2.5. COVENANTS RESTRICTING THE FURTHER USE OF THE PROPERTY. In further consideration of the conveyance of the Property, Buyer shall, at Closing, deliver to the Escrow Agent for recording, the following executed covenants:

2.5.1. A covenant, running with the land attributable to the Housing Project, that shall provide for affordable housing, which form of covenant shall be mutually agreed upon prior to Closing (the "Affordable Housing Covenant");

2.5.2. A covenant, running with the land attributable to the Community Project, that shall provide for community uses and restrictions related thereto, which form of covenant shall be mutually agreed upon prior to Closing (the "Community Use Covenant");

2.5.3. A Reserved Right of Entry and Power of Termination Agreement (the "Right of Entry"), substantially in the form attached hereto as **EXHIBIT E**; and

2.5.4. Such additional covenants, terms or restrictions as may be necessary to effectuate the Council's Additional Requirements as further defined in Section 5.2 ("Additional Restrictions", and together with the Community Use Covenant and the Affordable Housing Covenant, the "Covenants"). Buyer shall have thirty days to approve or reject the Additional Restrictions upon receipt of notice from Seller of such Additional Restrictions. If Buyer rejects the Additional Restrictions, then this Agreement shall terminate and the Deposit shall be returned to Buyer.

2.6 SUBDIVISION CONDITIONS.

2.6.1. The Parties anticipate that after completion of the Subdivision, the Property will be divided into two legal parcels (each a "Parcel"). The Parties acknowledge and agree that each Parcel may be sold to a wholly-owned affiliate of Buyer (each an "Affiliate Buyer"), and this Agreement may be partially assigned to each Affiliate Buyer. The allocation of the Purchase Price between the two Affiliate Buyers shall be at the sole discretion of the Affiliate Buyers.

2.6.2. In the event that the Subdivision occurs after Closing and the Covenants are recorded against the Property, Seller acknowledges and agrees that, after the Subdivision, Seller will record a release or other document as may be needed such that the Affordable Housing Covenant will encumber the Housing Project (and not the Community Project) and the Community Use Covenant will encumber the Community Project (and not the Housing Project).

**ARTICLE 3.
REPRESENTATIONS OF THE
PARTIES AND CONDITION OF PROPERTY**

3.1. REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents as follows:

3.1.1. ORGANIZATION. The Seller is a political subdivision of the State of Washington duly organized, validly existing under the laws of the State of Washington.

3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.3. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Seller or any action taken by Seller.

3.1.4. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or

(b) sell, dispose of or encumber any portion of the Property.

3.1.5. FOREIGN PERSON. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

3.2. REPRESENTATIONS OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents as follows:

3.2.1. ORGANIZATION. Buyer is a nonprofit corporation duly organized, validly existing and has an active status under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Buyer (i) is within

the powers of Buyer as a nonprofit corporation, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.3. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller's representations in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;

(f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;

(g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any hazardous substance, hazardous or dangerous waste, pollutant, contaminant, deleterious substance or other material that now or in the future becomes regulated or defined under any Environmental Law or regulation; or

(h) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that it will thereby approve and accept the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations in Section 3.1. of this Agreement, Buyer, and any person or entity claiming by or through Buyer, shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage, cost and/or expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations.

3.4. RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the Covenants, rights reserved in federal patents or state deeds,

building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed general exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2. TITLE COMMITMENT. Buyer shall within fifteen (15) days after the Effective Date obtain a preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") issued by First American Title Insurance Company (in such capacity, herein the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until twenty-five (25) days after the Effective Date (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's Objections of any exceptions to title which Seller will not remove or otherwise resolve ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

4.4. OWNER'S TITLE INSURANCE POLICY. At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company for an insured amount as determined by Buyer, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the Covenants, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within sixty (60) days of the Effective Date ("Due Diligence Period"). In such event this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If Buyer fails to give such notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, Buyer shall be obligated hereunder without further contingency and the Deposit shall be nonrefundable to Buyer except in the event of a default hereunder by Seller. Seller and Buyer may agree in writing to extend the Due Diligence Period.

5.1.1. INSPECTIONS. During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

5.1.2. RIGHT OF ENTRY. Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct tests, investigations and studies set forth in this Article 5 upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees of Buyer ("Claims") caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents and employees.

5.1.3 RIGHT OF ENTRY INSURANCE. Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall

submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor's Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one year of the Effective Date ("Council Approval Period"). Seller may extend the Council Approval Period for up to an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. The Buyer expressly acknowledges that the Metropolitan King County Council may impose in its sole and absolute discretion additional terms and conditions not contemplated herein, including but not limited to additional costs incident to the conveyance of the Property and additional covenants running with the land, as conditions to its approval of the conveyance of this Property ("Council's Additional Terms"). As provided in Section 2.5.4, Buyer may reject Council's Additional Terms and terminate this Agreement.

5.3. BUYER'S FINANCING CONTINGENCY. Buyer shall have until December 31, 2022 (the "Financing Contingency Period") to arrange financing for either the Housing Project, the Community Project or both as is satisfactory to Buyer, in its sole and absolute discretion.

5.3.1 Seller acknowledges and agrees that Buyer intends to seek an allocation of low-income housing tax credits and new markets tax credits, as well as grants or loans from other public funding sources, which may require a longer time period to obtain in comparison to commercial funding commitments. Buyer shall notify Seller in writing when Buyer has obtained satisfactory financing for the Housing Project, the Community Project, or both. Seller and Buyer acknowledge and agree that Buyer may close on the acquisition of the Property without obtaining financing for both the Housing Project and the Community Project.

5.3.2 Seller acknowledges and agrees that Buyer may acquire the Property prior to the closing of the financing for the Housing Project and/or the Community Project.

5.3.3 In the event Buyer is not able to arrange financing or is not satisfied with the financing available on or before the expiration of the Financing Contingency Period, Buyer shall provide written notice to Seller and the Escrow Agent that it is terminating this Agreement, and the Deposit shall be released to Buyer and neither Party shall have any further rights or obligations under this Agreement, except for those obligations that survive the termination of this Agreement as expressly provided herein. If, prior to the expiration of the Financing Contingency Period, Buyer fails to notify Seller either that (1) Buyer has obtained satisfactory Project financing, or (2) Buyer is terminating this Agreement in accordance with this Section 5, then Buyer shall be deemed to have not waived the financing contingency and Buyer shall further be deemed to have elected to terminate this Agreement and to receive a refund of the Deposit. Buyer shall have the

option to extend the Financing Contingency Period for an additional six (6) months, provided that Buyer has shown written evidence to Seller of its reasonable efforts to obtain funding commitments.

5.4. DELIVERY OF AFFORDABLE HOUSING COVENANT AND COMMUNITY USE COVENANT. At or before Closing, Buyer shall deliver to Seller an executed Affordable Housing Covenant and Community Use Covenant.

5.5. DELIVERY OF PURCHASE PRICE ADJUSTMENT. Prior to Closing, Buyer shall have delivered to Seller an executed amendment to this Agreement reflecting the Purchase Price Adjustment.

5.6. DELIVERY OF RESERVED EASEMENTS. At or before Closing, Buyer shall deliver to Seller executed copies of such reserved easements as the Parties may negotiate.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing, Seller shall take all such actions as may be necessary to assure that the representations set forth in Article 3 hereof will be true and complete as of the Closing (except such representations and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

6.2. SUBDIVISION. To the extent that Buyer needs certain documents or certificates signed by Seller in order to complete the Subdivision, Seller agrees to execute such documents or certificates.

ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and to the extent that any of these conditions are under Seller's control, Seller shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

8.3. TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

8.4. CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

8.5. FINANCING. The Financing for the acquisition and development of the Property has been committed and is available to be used by Buyer for the Purchase Price.

8.6. PROPERTY IS VACANT. The Property is vacant, with no tenants or other occupants on the Property.

ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. DELIVERY OF DOCUMENTS. Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

9.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

9.3. TITLE. The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for an insured amount as determined by Buyer, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement and satisfaction of all the conditions to close in Articles 8 and 9 of this Agreement, or such other date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

10.2. PRORATIONS. Real property taxes and assessments shall be prorated as of the Closing Date. Buyer shall pay the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys' fees. Buyer shall pay for all title charges, any survey expenses and environmental assessment costs and all costs related to the Financing and Subdivision. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1. A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

10.3.2. A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

10.3.3. A seller's certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

10.3.4. The Affordable Housing Covenant;

10.3.5. The Community Use Covenant;

10.3.6. The Right of Entry, substantially in the form attached hereto as **EXHIBIT E**;
and

10.3.7. Such instruments as may be necessary to embody any Additional Restrictions as may be imposed by the Metropolitan King County Council.

10.4. BUYER'S DELIVERY OF PURCHASE PRICE AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement. Buyer shall also deliver the following documents:

10.4.1. The Affordable Housing Covenant;

10.4.2. The Community Use Covenant;

10.4.3. The Right of Entry; and

10.4.4. Such instruments as may be necessary to embody any Additional Restrictions as may be imposed by the Metropolitan King County Council.

10.5. TERMINATION UPON FAILURE TO CLOSE. Notwithstanding any uncured defaults by either Party as set forth herein, in the event Buyer shall be unable to Close on or before September 1, 2023, this Agreement shall automatically terminate and the Deposit shall be returned to the Buyer unless Closing is extended by mutual agreement between the Parties. Notwithstanding the preceding sentence, under no circumstances may the Closing be extended beyond 11:59 PM on December 31, 2024, and if Closing has not occurred by that date then this Agreement shall automatically terminate and the Deposit shall be returned to the Buyer.

**ARTICLE 11.
MISCELLANEOUS PROVISIONS**

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

11.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of

time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Buyer: White Center Community Development Association
605 SW 108th St
Seattle, WA 98146
Attn: Aaron D. Garcia
Email: aaron@wccda.org

With a copy to: Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attn: Sallie Lin
Email: sallie.lin@stoel.com

If to Seller: King County
King County Facility Management Division
Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Steve Rizika

With a copy to: King County Prosecuting Attorney's Office
Civil Division
King County Courthouse
516 3rd Avenue, Suite W400
Seattle, WA 98104
Attn: Ryan Ridings

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the

remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.10. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

11.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

11.14. ASSIGNMENT. Buyer may not assign this Agreement or any rights hereunder without Seller's prior written consent; provided, however, Buyer may assign this Agreement to a wholly owned subsidiary of Buyer without the prior written consent of Seller.

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER'S KNOWLEDGE. Any and all representations or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Bryan Hague, who is an employee of King County, and is the Manager of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Bryan Hague has made no inquiries or investigations with respect to Seller's representations or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. This Agreement may be executed by counterpart signature pages, deliverable in PDF or electronic signature format, and it shall not be necessary that the original signatures of all Parties be contained on any one instrument. Each such counterpart shall be deemed an original, but all of them together shall constitute one and the same instrument.

11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status
EXHIBIT E	Right of Entry

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

**BUYER: WHITE CENTER COMMUNITY
DEVELOPMENT ASSOCIATION**

By:  _____

Name: Anthony Wright

Title: Director, Facilities Management Division

Date: 9.10.2020

By: Sili Savusa _____

Name: Sili Savusa

Title: Executive Director

Date: 9/9/2020

APPROVED AS TO FORM:

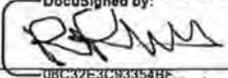
By:  _____
Deputy Prosecuting Attorney

EXHIBIT A.

LEGAL DESCRIPTION

LOT 2 OF EXEMPT SEGREGATION NO. EMSC15-0026, RECORDED ON JANUARY 08, 2016 AS RECORDING NUMBER 20160108900001, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B.

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

ATTN: _____

BARGAIN AND SALE DEED

Grantor -- King County, Washington

Grantee -- White Center Community Development Association

**Legal ---- LOT 2, EXEMPT SEGREGATION NO. EMSC15-0026, REC. 20160108900001,
KING COUNTY**

Tax Acct. -- 0623049405-05

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of \$10.00 and other consideration, the receipt and adequacy of which is hereby acknowledged, and pursuant to King County Ordinance No. _____; does hereby bargain, sell and convey unto the Grantee, White Center Community Development Association, a Washington nonprofit corporation, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT B.

**GRANTOR
KING COUNTY**

**GRANTEE
White Center Community Development
Association**

BY: _____

BY: _____

TITLE: Director, Facilities Management Division TITLE: _____

DATE: _____

DATE: _____

Approved as to Form:

By _____
Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State
My appointment expires _____

NOTARY BLOCK FOR WHITE CENTER COMMUNITY DEVELOPMENT ASSOCIATION

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sili Savusa, to me known to be the Executive Director, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the White Center Community Development Association for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State
My appointment expires _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

LOT 2 OF EXEMPT SEGREGATION NO. EMSC15-0026, RECORDED ON JANUARY 08, 2016 AS RECORDING NUMBER 20160108900001, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this ____ day of _____, 2020, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of White Center Community Development Association, a Washington nonprofit corporation (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____

Name: Anthony Wright

Title: Director, Facilities Management Division

EXHIBIT A
TO BILL OF SALE

LEGAL DESCRIPTION

LOT 2 OF EXEMPT SEGREGATION NO. EMSC15-0026, RECORDED ON JANUARY 08, 2016 AS RECORDING NUMBER 20160108900001, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT D.

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 2020.

King County, Transferor:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

EXHIBIT E.

Right of Entry

[see attached]

LICENSE AGREEMENT FOR LIMITED RIGHT OF ENTRY

This License Agreement for Limited Right of Entry (this "Agreement") is made as of the Effective Date (defined herein) by and between WHITE CENTER COMMUNITY DEVELOPMENT ASSOCIATION, a Washington nonprofit corporation, ("WCCDA" or "Licensee") and KING COUNTY, political subdivision of the State of Washington ("Owner"). Owner and Licensee are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

Owner owns certain real property ("Property") described below. Licensee wishes to gain access to the Property for the purposes described below. Owner is willing to grant Licensee limited access to the Property on the terms and conditions of this Agreement. The Property is described as follows:

Parcel Address: 10821 8th Avenue SW, White Center, WA 98146

Parcel Number: 062304-9405

AGREEMENT

The foregoing recitals are true and correct and incorporated herein by this reference.

1. Grant of Limited License.
 - A. Owner hereby grants to Licensee, together with the Licensee Parties as defined below, a non-exclusive license of reasonable access to the Property for a period of fifteen (15) days from the Effective Date (the "Term"), for the purpose of completing the activities listed in Exhibit A, attached hereto and incorporated herein by this reference (such activities collectively the "Work"). All Work shall be completed at Licensee's sole cost and expense. Licensee will not permit any other person or entity, except Licensee's duly authorized representatives, employees, agents, contractors, subcontractors, consultants and independent contractors (collectively the "Licensee Parties") to enter or use the Property. This Agreement shall expire at end of the Term if not terminated earlier, and from and after such date Licensee shall cease all use of the Property.
 - B. Before commencing any Work, Licensee shall coordinate with Owner's Designated Representative listed in Section 2 below. Licensee is expressly forbidden to undertake any new, different, or additional activities or purposes on the Property other than the Work set forth on Exhibit A, except with Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion. To the maximum extent practicable, Licensee shall at all times avoid, minimize, and mitigate any impact of the Work or any activities incident thereto on the Property.

2. Contacts; Notice of Entry.

A. Prior to accessing the Property, Licensee and/or the Licensee Parties shall contact the Owner's Designated Representative to arrange for access. Once a date or dates for access has been established, Licensee shall give Owner at least three (3) days' advanced notice of entry and a 24 hours' advance courtesy reminder.

B. Owner's Designated Representative

Name: Steve Rizika

Telephone #: 206-477-2083

Email: steve.rizika@kingcounty.gov

C. Owner's Point of Contact for Property Access Coordination:

Name: Steve Rizika

Telephone #: 206-477-2083

Email: steve.rizika@kingcounty.gov

D. WCCDA's Designated Representative:

Name:

Telephone #:

Email:

3. Indemnity.

A. Without limiting the provisions of Section 5 herein, Licensee, for itself, its successors and assigns, and for the Licensee Parties, shall protect, defend, indemnify and hold harmless Owner, its appointed and elected officials, employees, agents, contractors, and consultants from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including, without limitation, fees, penalties, judgments and reasonable attorney's fees and costs) (collectively, "Claims") of every kind and description arising out of, in connection with, or incident to Licensee's exercise of its rights under this Agreement or the Work completed by or on behalf of Licensee or the Licensee Parties. Licensee's obligation under this section shall include indemnification for such claims whether or not they arise from the sole negligence of either Owner or Licensee or any Licensee Party, the concurrent negligence of both parties, or the negligence of one or more third parties.

B. The foregoing indemnification is specifically and expressly intended to include, but is not limited to, all Claims against Owner by an employee or former employee of Licensee or the Licensee Parties, to the extent such Claim arises out of the rights granted under this Agreement; and Licensee expressly waives, as respect to Owner only, all immunity and limitation on liability under any industrial insurance act

including Title 51 RCW, to the extent necessary to provide Owner with a complete indemnity for the actions of Licensee and the Licensee Parties pursuant to 3 A. above. This waiver has been mutually negotiated.

- C. This Section 3 and the indemnities contained herein have been the subject of specific negotiation between the Parties and this Section 3 and the indemnities contained herein shall survive the expiration or termination of this Agreement.

4. Licensee Insurance.

- A. Licensee shall maintain, and cause any of the Licensee Parties hired to perform the Work to maintain the following minimum insurance during the Term:

- (i) Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate covering any claim, personal and advertising injury, bodily injury, or property damage. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability.
- (ii) Business automobile liability (owned, hired or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1,000,000 per occurrence;
- (iii) Employer's liability or "Stop Gap" insurance with limits of not less than \$1,000,000 per occurrence; and
- (iv) Pollution Liability coverage in the amount of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed; and
- (v) Worker's compensation insurance (as required by law).

- B. All such commercial general, pollution liability, and automobile liability insurance shall:

- (i) Be endorsed to name Owner, its officials, employees and agents as additional insured, for full coverage and policy limits, as respects liability arising out of activities performed or services provided by or on behalf of Licensee or the Licensee Parties in connection with this Agreement. Additional Insured endorsements shall be included with the certificate of insurance.

All required liability policies purchased and maintained shall contain or be endorsed to contain the following provisions:

- (i) Be endorsed to provide that Licensee's insurance coverage is primary insurance as respects the Owner, its officials, employees and agents. Any insurance and/or self-insurance maintained by the Owner, its officials, employees or agents shall not contribute with the Licensee's insurance or benefit the Licensee or its insurer in any way.;
 - (ii) Contain a severability of interest provision in favor of Owner;
 - (iii) Contain a waiver of any rights of subrogation against Owner; and
 - (iv) Be issued by an insurance company authorized to do business in the State of Washington with a Best's rating of not less than A:VIII.
 - C. The insurance coverage and limits set forth herein shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Licensee's duty to carry adequate insurance or liability for losses, claims, liabilities or damages arising under this Agreement.
 - D. Upon request by Owner, Licensee shall deliver to Owner copies of all relevant insurance policies or certificates and endorsements of insurance verifying such coverage.
5. Hazardous Substances.
- A. Licensee represents, warrants and agrees that it shall conduct its activities related to the Property, or cause the Licensee Parties to conduct their activities related to the Property, in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the Model Toxics Control Act, RCW chapter 70.105D, and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.
 - B. Neither Licensee nor the Licensee Parties shall bring toxic or hazardous substances upon the Property. "Hazardous Substances," shall include all those substances identified as hazardous or toxic under the Environmental Laws, and shall include any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, and which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended, including but not limited to gasoline and other petroleum products.

- C. Licensee agrees to defend, indemnify and hold Owner harmless from and against any and all claims, causes of action, administrative proceedings, obligations, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties (whether civil or criminal), fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances released or otherwise located on the Property as a result of Licensee's or the Licensee Parties' acts or omissions on the Property.
- D. The provisions of this Section 5 shall survive the termination or expiration of this Agreement.

6. Liens.

Licensee shall not suffer or permit any lien, charge, security interest or encumbrance (collectively, "Liens") arising under this Agreement or relating to the Improvements to be filed against the Property. If any such Lien is filed, Licensee shall, within thirty (30) days following the Licensee becoming aware of such attachment, remove and discharge any and all such Liens. Licensee reserves the right to contest the validity or amount of any such Lien in good faith provided that, within thirty (30) days after the date on which Licensee becomes aware of such Lien, Licensee discharges such Lien of record or records a bond which eliminates said Lien as an encumbrance against the Property. Licensee shall indemnify, protect, defend and hold Owner harmless from and against all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Liens, which indemnification shall survive the expiration or termination of this Agreement.

7. Dispute Resolution. All disputes under this Agreement shall be subject to litigation.

8. General Terms and Conditions

A. Compliance with Laws; Property Damage.

While on the Property, Licensee will comply with and will cause all the Licensee Parties to comply with all applicable laws, regulations, rules, and policies. Licensee and the Licensee Parties will be responsible for any damage done to the Property by Licensee or the Licensee Parties and will pay the cost of repairing and restoring the Property to as good a condition as existed before Licensee's or the Licensee Parties' entry onto the Property.

B. Default. Owner's Absolute Right of Termination.

In addition to any other right of early termination of this Agreement in favor of Owner, if Licensee violates or defaults on any of the material covenants and agreements herein contained or referenced, Owner may terminate this Agreement upon giving five (5) business days advance notice. There are no other remedies available to Licensee at law or in equity with respect to a termination of this Agreement. As a material inducement for Owner to enter into this agreement,

licensee has agreed that it has no recourse against owner for any decision made by Owner to take whatever action owner deems necessary and appropriate with respect to the Property, including King County's right to terminate this Agreement in its sole and absolute discretion as provided for in this section 8.b. Licensee hereby agrees that the damages that would be suffered by Licensee contesting owner's decision to terminate this Agreement would exact a tremendous harm to the public in general. In addition, Licensee hereby waives trial by jury. Licensee understands that owner would not have entered into this agreement without the right of unilateral termination under this section 8.b and as such in the event that Licensee attempts to contest or contests owner's termination of this Agreement either in a court of law or in another forum, then this Agreement shall automatically terminate without any further action necessary by either party; and the filing of any such contest action shall serve as Licensee 's notice of immediate termination.

C. Assurance of Performance.

In the event of a default in the performance of any obligation under this Agreement which remains uncured for more than ten (10) days after demand, Owner may request and Licensee shall provide adequate assurance of the future performance of all obligations under this Agreement. The adequacy of any assurance shall be determined according to commercially reasonable standards for lessors of real property in the County of King, State of Washington. Adequate assurance shall include, but not be limited to, a deposit in escrow, a guarantee by a third party acceptable to Owner, a surety bond, or a letter of credit from a reputable lender in the Seattle metropolitan area. Licensee's failure to provide adequate assurance within ten (10) days of Owner's request shall constitute a material breach and Owner may in its discretion terminate this Agreement.

D. Non-Waiver.

The Parties hereby agree that no waiver of any condition or covenant in this Agreement or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

E. Attorney's Fees and Costs.

If either Party brings an action to enforce the terms of this Agreement, in any such action the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.

F. Governing Law.

This Agreement is issued under and governed by the laws of the State of Washington, which shall be controlling in any dispute that arises hereunder, without reference to its conflicts of law rules or choice of law provisions. Actions pertaining to this Agreement shall be brought in King County Superior Court, King County, Washington.

G. Severability.

All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

H. Amendment.

This Agreement may be amended or modified only by written instrument, executed by the Parties hereto or their successors or assigns.

I. Headings.

The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

J. Entire Agreement.

This Agreement and its exhibit or exhibits contains the entire agreement of the Parties and supersedes any prior written or oral agreements with respect to the matters described herein.

K. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

L. Construction.

The Parties hereby acknowledge and agree that:

- (i) Each Party hereto is of equal bargaining strength;
- (ii) Each Party has actively participated in the drafting, preparation and negotiation of this Agreement;
- (iii) Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Agreement;

- (iv) Each Party and its counsel and advisors have reviewed this Agreement, or had the opportunity to do so;
- (v) Each Party has agreed to enter into this Agreement following such review and the rendering of such advice; and
- (vi) Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portion hereof, or any amendments hereto.

M. Survival.

Any terms and provisions of this Agreement pertaining to rights, duties or obligations extending beyond the expiration or termination of this Agreement, and all obligations accrued prior to the end of the Term, shall survive the end of the Term.

N. Powers of King County.

Nothing contained in this Agreement shall be considered or interpreted to diminish the governmental or police powers of Owner.

O. Non-Waiver.

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

P. Legal Relations.

Nothing contained herein shall make, or be deemed to make, Licensee and Owner a partner of one another and this Agreement shall not be construed as creating a partnership or joint venture. This Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.

Q. Singular and Plural.

Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

R. Effective Date.

This Agreement shall be effective and the Term shall commence as of the date executed by Owner.

S. Authority to Execute.

- (i) Signatories to this Agreement represent that the respective Parties have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, neither Party is in violation of any law, regulation, or agreement by which it is bound or to which it is bound or to which it is subject.
- (ii) Signatories to this Agreement represent that the execution, delivery, and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories are authorized to sign this Agreement, and that upon approval, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

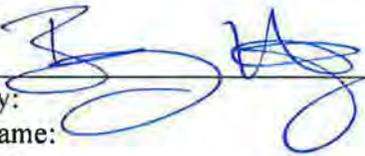
[No further text. Signature pages follow]

WHITE CENTER COMMUNITY DEVELOPMENT ASSOCIATION,
a Washington nonprofit corporation

Sili Savusa 8/31/2020

By: Sili Savusa
Its: Executive Director

KING COUNTY
a political subdivision of the State of Washington

By: 
Name: _____
Title: _____

Approved as to form only:

Via email
Deputy Prosecuting Attorney

EXHIBIT A

The following specific activities and purposes are permitted and no others. Save and except for the individual activities, purposes, Work listed below, Licensee and the Licensee Parties are expressly forbidden to undertake any new, different, or additional activities or purposes on the Property except with Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion:

Scope of Work

Licensee and Licensee Parties shall have the right, and Owner hereby grants to Licensee and Licensee Parties the right to enter the Property and conduct tests, investigations and studies upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Owner's use of, or Owner's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Owner's prior written approval. Licensee and Licensee Parties will not be permitted to undertake activities that damage the Property.